

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 5	
2. Amendment/Modification No.  02		3. Effective Date  2004JUL20		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN AMSTA-AQ-ATAA HEIDI HENDERSON (586)574-8900 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: HENDERSH@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON AVENUE WRIGHT PATTERSON AFB, OH 45433-5302		Code S3605A	
				SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  INTERNATIONAL CONSULTANTS, INC. 4134 LINDEN AVENUE, STE. 300 DAYTON, OH. 45432-3035  TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-03-D-S011/0016	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2004JUN08	
Code 0J8L5		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: 7 It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input checked="" type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JUDITH K. BUSH BUSHAJ@TACOM.ARMY.MIL (586)574-7041			
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2004JUL20	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S011/0016 <b>MOD/AMD</b> 02	<b>Page</b> 2 <b>of</b> 5
<b>Name of Offeror or Contractor:</b> INTERNATIONAL CONSULTANTS, INC.		

- SECTION A - SUPPLEMENTAL INFORMATION
1. The basic task order 0016 was awarded on June 08, 2004 to acquire an engineering/technical analysis/assessment of thirty three (33) trailer systems and generate four (4) engineering/technical/analysis reports and recommendations to determine the commonality of parts for PM TV BIC approved initiatives.
  2. The purpose of this Modification 01 to Task Order 0016 is to incorporate Statement of Work(SOW) titled "Business Initiative Council (BIC)Tactical Vehicle (TV) Engineering/Technical Analysis" into Section C at C001. The SOW was mentioned but not incorporated into the basic task order.
  3. As a result of this modification, the total task order dollar value remains unchanged.
  4. All other terms and conditions of task order 0016 remains the same.

\*\*\* END OF NARRATIVE A 001 \*\*\*

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-03-D-S011/0016      <b>MOD/AMD</b> 02</p>	<p align="center"><b>Page</b> 3 <b>of</b> 5</p>
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**Name of Offeror or Contractor:** INTERNATIONAL CONSULTANTS, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Statement of Work (SOW)

Business Initiative Council (BIC)

Tactical Vehicle (TV) Engineering/Technical Analysis

**GENERAL:** On July 3, 2001, the Under Secretary of Defense (Acquisition, Technology, and Logistics) issued a memorandum formally announcing the formation of the Business Initiative Council (BIC). The BIC mission is to improve the effectiveness and efficiency of the Armys business operations by identifying, evaluating, and implementing business initiatives that streamline Army business operations and create savings.

**BACKGROUND:** PM Tactical Vehicles Sustainment Support and Product Support Integration Directorate (PSID) has been tasked to support the approved Army BIC initiatives. Support includes assessing implementation impact via a baseline analysis/review, determining courses of action, and identifying associated cost savings/avoidance. Headquarters, Department of the Army (HQ-DA) G4 identified the following major components as candidates for possible Standardization: Hubs, Seals & Bearings, Axles, Tires, and Landing Legs. Also the G4 has identified trailers that represent the majority of the trailer fleet density being studied (below).

Most listed trailer systems are Non-Developmental Item (NDI) or Performance Specifications, and TACOM does not own a Technical Data Package (TDP). Technical Manuals in hard-copy or electronic format will be provided; the list of Technical Manuals is provided as Government Furnished Information. TDPs and component drawings can be provided (if available).

**C.1. Scope.** The purpose of this task order is to acquire an engineering/technical analysis/assessment of thirty three (33) trailer systems and generate four (4) engineering/technical analysis reports and recommendations to determine the commonality of parts for PM TV BIC approved initiatives. The trailer systems to be analyzed/assessed are identified in the BIC Matrix, Trailer Parts Commonality dated 25 March 2004 which will be provided as Government Furnished Information/Documentation (see attachment A). Once approved by the Government, the contractor will incorporate their assessment and recommendations into the PM Semi Trailer Commonality Study report and the final PM Semi Trailer Commonality Study report will be submitted by 27 August 2004.

**C.2. Location/Period of Performance.** The Contractor will perform the following tasks at the contractors facility. The contractor will not be provided on-site workspace at TACOM-Warren. The period of performance for this task order is 120 days after task order award

**C.3 Requirements.** This is a cost-plus fixed-fee completion task order [see FAR 16.306(d)(1)]. The contractor shall perform the program management/logistic support:

**3.1. Engineering and Technical Analysis Report:** The contractor shall review the thirty three (33) trailer systems identified in the BIC Matrix, Trailer Parts Commonality dated 25 Mar 04 which will be provided as Government Furnished Information/Documentation (see attachment A). Upon completion of the contractors review, the contractor shall make recommendations regarding commonality parts of each trailer system using the instructions and criteria contained at para 3.1.2 herein. To accomplish the review, the contractor shall research Technical Manuals, Repair Parts Special Tools List (RPSTL), and technical drawings, identified in the BIC Matrix, Trailer Parts Commonality, dated 25 Mar 04 (Attachment A), and applicable databases, and /or travel to installations or fielding sites to inspect trailers (see para 5.0) The contractor shall gather data, research findings, analyze the alternatives and make recommendations, together with all supporting information, to the Contracting Officers Representative (COR) in accordance with CDRL A001, CDRL A002, CDRL A003, CDRL A004.

**3.1.1** Each Trailer Engineering/Technical Analysis report (draft and final) shall include the trailer system numbers and be submitted in Microsoft Excel format IAW CDRL A001, CDRL A002, CDRL A003, CDRL A004 and Paragraphs 3.1.2 and 3.1.5.

**3.1.2** The contractor is required to complete a quantity of four (4) Engineering/Technical Analyses in 90 days; each analysis will consist of the following information:

- (a) list of adaptive parts to include P/N, NSN, price to include any adaptive devices e.g. brackets, wiring harnesses, spacers, electrical connectors or sockets
- (b) list of proposed retrofit assemblies to include NSN, CAGE, P/N, unit price/estimated procurement price and applicable trailer model number/NSN
- (c) written analysis recommending the method of packaging and logistical support concept for any items that will be adapted to selected trailer systems
- (d) digital photos of installed replacement and alternative assemblies, adaptive components and the installation procedures
- (e) for each of the following major component items (Hubs, Seals & Bearings; Axles; Tires; and Landing Legs) analysis will include findings, anticipated benefits for DOD, methodology for data provided, all supporting study documentation to include any assumptions made, associated retrofit cost by trailer family and conclusions.
- (f) engineering approach/alternative courses regarding commonality of items/assemblies. Study should stress solutions based on relationships of components to an overall assembly.

**3.1.3** The Contractor shall make all arrangements with installations or field units for access to, or use, of any trailers required for technical examination or trial installations. The contractor is required to provide any equipment, tools, or work required as part of this task. The Contractor is required to return any modified unit-owned trailers to original configuration. TACOM may or may not have

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S011/0016 <b>MOD/AMD</b> 02	<b>Page</b> 4 <b>of</b> 5
<b>Name of Offeror or Contractor:</b> INTERNATIONAL CONSULTANTS, INC.		

trailers available for this purpose. The Contractor will contact TACOM prior to making any arrangements with field units for access to trailers. TACOM will provide a list of potential installations and POCs. The Contracting Officers Representative (COR) will approve and authorize acquisition of hardware and schedule trailer units for form, fit, and function demonstration. The results from the trial installation and demonstration will be incorporated into the four (4) engineering/technical analyses reports. These results will determine the commonality of parts for the thirty three (33) trailer systems.

The four (4) draft analyses will be submitted electronically to the Contracting Officers Representative (COR) Mr. Ike Weaver at weaverl@tacom.army.mil and Mr. William VanScyoc at VanScyoW@tacom.army.mil. The schedule for submission is:

- A001 90 days after Task Order award
- A002 90 days after Task Order award
- A003 90 days after Task Order award
- A004 90 days after Task Order award

TACOM will provide a preliminary analysis (Trailer Parts Commonality BIC Initiatives) at the Start of Work meeting as Government Furnished Information (GFI) for each component detailing any information relating to potential replacement parts or information deemed important for consideration by the contractor as part of its technical analysis.

In addition, the contractor shall submit the draft PM Semi-Trailer Commonality Study to summarize the four (4) analyses in hard copy and submit electronically to the COR, Mr. Ike Weaver and Mr. William VanScyoc at VanScyoW@tacom.army.mil, due 110 days after task order award . See CDRL A005.

3.1.4 The draft (and final) analyses shall list the costs associated with the above tasks (a, b, c, d, e, and f), considering the condition of the trailer and provide basic assumptions/recommendations for each of the trailer systems reviewed each month.

3.1.5 The COR shall review the draft analyses and make decisions based upon the Contractors recommended disposition instructions. The COR will request revisions and/or provide final approval within three (3) working days of receipt from the contractor. The contractor will incorporate all COR revisions and re-submit to the COR in Final Contractor format within three (3) days in accordance with CDRL A001, A002, A003 and A004.

3.2 PM Semi Trailer Commonality Study Draft and Final. The Contractor shall generate the Draft PM Semi Trailer Commonality Study with the recommendations provided via the deliverables generated under CDRL A001, CDRL A002, CDRL A003, CDRL A004, electronically to the COR 110 days after task order award. The COR shall review the draft Study and make decisions regarding the Contractors recommendations. The COR will request revisions and/or provide final approval within 5 working days of receipt from the Contractor. The Final PM Semi Trailer Commonality Study shall be updated in accordance with Army Guidance; the contractor shall review and ensure that the updated re-submitted report shall conform to the Business Initiative Council Guidance (provided as GFI). The Contractor will incorporate all revisions requested and re-submit to the COR, titled The Final PM Semi Trailer Commonality Study no later than 120 days after task order award in accordance with CDRL A005. The study will incorporate the summaries of the thirty three (33) trailer systems.

3.3 Start of Work Meeting. The contractor shall host a Start of Work meeting within one week after task order award. The meeting will take place at TACOM-Warren. The contractor will ensure that subcontractors are invited to this meeting. The Government Furnished Information (see para 7.0 herein) will be provided at the Start of Work meeting. Agenda and minutes of the start of work meeting will be prepared and submitted in accordance with CDRL A005.

3.4. Briefings and Meetings (IPRs). The contractor is required to support briefings and meetings on the end items/components being analyzed and studied. (see CDRL A005).

The Contractor shall conduct two (2) briefings within the 120 day period. These Briefings will provide information to the COR and other PM Trailer representatives.

The Contractor shall conduct bi-weekly IPRs and/or General Officer IPRs/status meetings at TACOM, the /local Contractor facility or HQ-DA. The Contractor will provide information surrounding programmatic/task order issues. The Contractor shall also provide draft copies of all planned meeting presentations to the COR for review and approval at the bi-weekly status meeting.

4.0 Monthly Cost and Status Reports. The contractor shall submit monthly electronic reports to the COR and the PCO identified in accordance with CDRL A006. These reports shall include amount of funds and number of hours expended to date (for the month and cumulatively); funds and number of hours remaining; detailed description of the individual task order status, items delivered during the past month, action items and responsible parties, outstanding issues or problems, and work effort completed to date.

4.1 The Contractor shall manage and control the resources necessary to ensure timely achievement of all of the requirements of this task order in the most economical manner. If, at any time, the contractor has reason to believe that the costs which it expects to incur in performance of a particular task exceed the estimated cost of this task order, the contractor shall notify both PCO and COR in writing. Said notice must be furnished as early as possible. Pursuant to FAR 52.232-20, the contractor is required to notify the contracting officer in writing 60 days prior to expending (i) 75% of the total estimated cost. In addition to the monthly deliverable, the Contractor shall conduct a monthly review of the Engineering/Technical Analysis and all efforts described with the Contracting

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S011/0016 <b>MOD/AMD</b> 02	<b>Page</b> 5 <b>of</b> 5
<b>Name of Offeror or Contractor:</b> INTERNATIONAL CONSULTANTS, INC.		

Officers Representative as well as any other Senior Management of PM Trailers. Monthly reviews will be held at PM Trailers, Building 231, Detroit Arsenal, Warren, MI

5.0 Travel. Contractor personnel may be required to travel in order to perform this task order. A ceiling-priced CLIN for travel will be established at the time of award. The Government COR must authorize all travel in advance. Authorized travel shall be payable as a direct cost and vouchers for reimbursement of travel must be included with the monthly invoice and approved by the COR prior to payment. The contractor shall provide a written certification, prior to travel, that sufficient funds are available on the travel CLIN to complete the travel. Air travel will be accomplished on regularly scheduled commercial flights in the most economical manner consistent with the successful accomplishment of the mission. Reimbursement for the cost of lodging and incidental expenses will be considered to be reasonable and allowable to the extent that costs submitted for reimbursement do not exceed the rates and amounts allowed by the Joint Travel Regulation as applies to civilian employees of the United States Government.

5.1 The contractor shall document after action trip and meeting reports (via electronic or written format as directed) for each attended event. A trip report (including dates, time and location of travel, a summary of the activities and an action time list) is required and must be submitted in accordance with CDRL A005 within five days after completion of travel.

6.0 Performance Standards. The costs for housing, travel (to/from TACOM, Warren, MI, the contractors local place of performance and place of residence) and food for offsite employee is not an allowable cost under this task order. Contractor shall not be reimbursed for any work performed by the onsite employee that is (a) outside the scope of work (b) an inherently Governmental function or (c) used to aid, influence or enact legislation. The employees effort will be performed in strict accordance with the scope of work of this task order. The policies of the Office of Federal Procurement Policy Letter 92-1 and Department of Defense Directive 4205-2 must be followed. While rendering services under this task order, the contractor employee is not subject, by contract terms or in any manner of its administration, to the supervision and control normally prevailing in relationships between the Government and its employees. The employee agrees to refrain from any activity that will appear, in effect, to be that of a Government employee and is prohibited from performing inherently Governmental functions. Appropriate COR control must be preserved to ensure that the employees performance of permissible services does not approach or appear to approach prohibited personal services because of the manner in which the task order is performed or administered. The employee will be monitored/observed but not supervised by the COR and other Government employees while performing.

7.0 Government-Furnished Information/Documents. To complete the tasks specified, the list of applicable Technical Manuals for PM Trailers systems is provided as the last page of this Statement of Work for reference (see Attachment A to this SOW titled, Trailer Commonality/BIC Matrix dated 25 Mar 04). The Government will give the Contractor access to several Government databases: TAV-Total Asset Visibility, FEDLOG, OSMIS-Operation and Sustainment Management Information System.

8.0 Security. The contractor must obtain a favorable investigation before accessing the TACOM databases and Local Area Network in accordance with Army Regulation AR 380-19. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be classified for official use only (FOUO). The contractor shall not release information or data without the express written approval of the Procuring Contracting Officer. Only U.S. Citizens are authorized to work on this effort. Non-Use and Non-Disclosure Agreements are required of all contractor personnel performed under this task order.

9.0 Contracting Officers Representative (COR). The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the contracting officer to perform specific technical functions. The contracting officer has designated Mr. Ike Weaver;(586) 574-5579 as the Contracting Officers Representative (COR) for this task order. The Contractor will receive a copy of the written designation after task order award. It will specify the extent of the CORs authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this task order. The COR is not authorized to appoint Functional Technical Representatives under this task order.

10.0 Organizational Conflict of Interest. As a condition of award of this task order, the contractors eligibility for future prime contract awards or subcontract awards may be restricted regarding any future Trailer (systems or major component) acquisitions. The contractor agrees, as specified in clause H.2 of the base Omnibus II contract and FAR Subpart 9.5, to outline the actions to be taken by the contractor during the performance of the task to avoid and mitigate any conflict of interest. The Contractor agrees, for specific vehicle and systems listed herein, that the Government or an authorized representative may, up to three years after acceptance of all programmatic documentation to be delivered under this task order, restrict the Contractors future participation in any resulting trailer acquisition action(s). If the Contractor demonstrates to the Contracting Officer that there may be a possible conflict of interest arising out of an existing contract, the Contracting Officer shall take the necessary action to delete that requirement from this task order

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